

We, John Campbell, Earl of Aberdeen, Lord Lieutenant-General and General Governor of Ireland, hereby approve of the following Rules.

(Signed)

Aberdeen.

DUBLIN CASTLE,

4th November, 1907.

IRISH LAND COMMISSION.—ESTATES COMMISSIONERS.

IRISH LAND ACT, 1903 (SECTIONS 1 TO 23).

RULES DATED THIS FOURTH DAY OF NOVEMBER, 1907.

In pursuance of the provisions of Section 23, s.s. 13 of the Irish Land Act, 1903, the Judicial Commissioner and the Estates Commissioners, with the approval of His Excellency the Lord Lieutenant, and after consultation with the President of the Incorporated Law Society of Ireland hereby order that the following Rules shall come into operation forthwith and, until further order, be in force in relation to all proceedings for the purpose of carrying into effect the provisions of Sections One to Twenty Three of the said Act.

INITIATION OF PROCEEDINGS.

1. The Provisional Rules under the Irish Land Act, 1903, Sections 1 to 23, are hereby rescinded, but in any case in which documents have been prepared before the date of these present rules in accordance with the said provisional rules, application may be made to the Estates Commissioners within 21 days from the date of these rules for liberty to use the said documents, and the Commissioners may grant such leave where it appears to them reasonable so to do.

2. Proceedings under the Irish Land Act, 1903, by a Vendor for the sale of an Estate to persons other than the Land Commission shall be commenced by an Originating Application in Form "A" in the Appendix hereto, with such variations as the nature of the case may require, and shall be accompanied by a Map or Maps as prescribed in these Rules

3. Application by a Vendor to the Land Commission to inquire into the circumstances of an Estate with a view to the purchase of the Estate from him shall be made by an Originating Request in Form "B" in the Appendix hereto with such variations as the nature of the case may require, and shall be accompanied by a Map or Maps as prescribed in these Rules.

4. Originating Applications and Originating Requests shall be verified by the Affidavit of the Vendor or Vendors, or, if the Commissioners shall permit, by one of the Vendors or his or their Land Agent or Solicitor and if by the Land Agent or Solicitor he shall state his means of knowledge and why the Statement is verified by him and not by the Vendor, and such applications and requests shall be on post paper bookwise with a parchment back.

5. Each Originating Application and Request shall be endorsed with the name and registered place of business of the Vendor's Solicitor, and with an address within the municipal boundary of the City of Dublin where notices, orders and other documents may be sent to him.

6. No Originating Application or Request shall, without the leave of the Commissioners, be received comprising any land in respect of which proceedings for sale or declaration of Title are pending before the Land Judge.

7. When a person desires to sell under the provisions of the Irish Land Act, 1903, an Estate, part or the whole of which is comprised in an Originating Statement already lodged in the Land Commission, he shall refer in the Originating Application or Request to such previous proceedings in the Land Commission stating how far such proceedings went, and what part (if any) of the lands comprised in such Statement were vested. He shall also state whether or not the lands, or any part thereof, have been previously the subject of proceedings for sale under the Irish Land Act, 1903.

8. Originating Applications and Requests shall be lodged in the Office of the Estates Commissioners, and shall be marked with a record number indicating the order in which they have been received.

9. Proposals by persons desiring to sell to the Land Commission any untenanted land under Section 8 of the said Act may in the first instance be made to the Commissioners by letter containing full particulars, including the tenure thereof, and whether the same is subject to any Land Purchase Annuity, and accompanied by a map and schedule of areas prepared so far as practicable in accordance with rules 10 to 16, and stating the tenement valuation of the lands proposed to be sold, and, if they so desire, the price suggested.

SURVEYS AND MAPS.

10. With every Originating Application or Request, the Vendor shall lodge a Map of the lands,* hereinafter called "The Estate Map," drawn upon the *latest edition* of an Ordnance map on the six-inch scale, neatly mounted on strong linen with bound edges.

11. Before the Estate Map is lodged, the exterior boundaries wherever undefined, of the holdings or parcels for sale, and more particularly the boundaries of new divisions of turbary and mountain pasture, shall be so marked on the ground as to be readily identifiable.

12. The Estate Map shall unless by special permission of the Commissioners be accompanied by:—

- (a.) An affidavit, in form V, by a competent professional Surveyor (or by a Vendor, his Agent or other person qualified to undertake estate surveying and mapping) stating the deponent visited the lands and walked and examined in detail all the boundaries; that the several holdings,† sub-holdings, plots, parcels of land and demesne, proposed to be sold, are correctly defined on the ground and marked on the said Estate Map; and that the schedule of areas is correct. The affidavit shall also set forth any ancient monuments (as referred to in the 14th Section of the Irish Land Act, 1903) that exist upon the said lands.
- (b.) An index map or maps on a County Index Ordnance sheet indicating, by a colour-wash of green, the general position of the estate for sale, and by a colour wash of red the position of other lands (if any) owned by the Vendor which he does not propose to sell, and which are situate within 10 miles of the estate for sale.
- (c.) A schedule of areas which shall be in the form D, or in such other form as the Commissioners may from time to time prescribe, and in which shall be shown the area of each plot or parcel of land bearing a separate map-number, as well as the total area of each holding. The figures in the schedule shall be totalled by townlands separately and summarised at end, and the schedule shall be countersigned by the Vendor, his Negotiator, or the Solicitors having carriage of sale, and certified to agree with the statement thereof contained in the Originating Application or Originating Request.

* Where the Ordnance Survey Department has prepared, for proceedings in the Land Judges' Court, a map and statement of areas for the estate such map and statement may *prima facie* be accepted; subject to such verification, survey and amendment as may be required to bring the record up to date.

†Where a holding consists of a number of plots or parcels adjoining one another, only the external boundary of the holding as a whole need ordinarily be shown. But where a holding consists of plots or parcels separated from one another, the external boundary of each such separate plot or parcel should be shown.

- (d.) A Certificate from the proper officer of the Local Registration of Title Office that the several boundaries marked thereon do not conflict with the boundaries of any adjacent lands already registered under the Local Registration of Title Act, 1891.

Originating Applications and Requests shall not be received until the Map, Schedule of Areas, and Affidavit have been accepted by the proper officer as *prima facie* suitable and correct.

13. Upon every Estate Map the boundaries shall be neatly and clearly indicated in *waterproof* colours as follows:—

- (a.) The external boundary of the estate (or of groups of townlands if more than one map be lodged), to be a broad edging of carmine or vermilion. Townland boundaries within the estate to be shown by a similar, but narrower, edging of the same colour.
- (b.) The holdings to be outlined in green.
- (c.) The demesne and untenanted land which the Vendor desires to sell and not re-purchase to be edged yellow.
- (d.) The demesne and parcels of land which the Vendor desires to sell and re-purchase to be edged blue.
- (e.) Any other lands within 5 miles from the estate for sale, demesne or otherwise, which the Vendor owns but does not desire to sell to be edged burnt sienna distinguishing with a colour wash of yellow any untenanted land thereon.
- (f.) Small areas, such as labourers' plots, proposed to be excluded from the estate to be shown by a complete colour-wash of carmine or vermilion. Larger areas to be edged as for an external boundary and marked "Excluded."

The colours, while distinctive and permanent, should not be so dark as to unnecessarily obscure the features of the Ordnance sheet.

14. Where the holdings, plots or parcels of land, in whole or part, are so small or so intermixed that they cannot be clearly and accurately indicated on the 6-inch scale, enlargements on the scale of 1/2500, 5 feet or 10 feet shall be made, or an Ordnance map on a larger scale than the 6-inch shall be used. Where new turbary appotments (high bog or cut-away) are either numerous or of very small extent, a special turbary map on the 25-inch scale, clearly showing the new divisions as marked on the ground with the consent of the parties, shall ordinarily be lodged.

15. Estate maps shall be prepared and furnished by townlands or groups of townlands, and in every case the names of the adjoining townlands shall be shown upon the map. Each separate map on the 6-inch scale shall not ordinarily be less than 12 inches by 12 inches in size, and, save for special reasons, shall not exceed 18 inches by 18 inches.

16. At any stage of the proceedings, prior to the vesting of the holdings, the Commissioners may reject any map or schedule of areas which appears to them incorrect, insufficient or unsuitable; and may require a fresh survey to be made, and map and schedule to be prepared at the expense of the Vendor or other person responsible for the preparation of the rejected documents.

**PRIMA FACIE EVIDENCE THAT THE VENDOR IS A PERSON
HAVING POWER TO SELL UNDER THE LAND PURCHASE ACTS.**

17. In every case whether the Originating Application or Originating Request has or has not been lodged at the date of these rules, save where the Commissioners shall otherwise direct, *prima facie* evidence of the Vendor's power to sell where not already given shall be given by the lodgment of a certificate signed by Counsel in the Form T in the appendix hereto and of such documents as are by rule 18 required to be lodged.

18. Such certificate may be lodged with or at any time after the lodgment of the Originating Application or Originating Request, or, at latest, within two months after the date of a notice from the Commissioners requiring such lodgment, and at or within 14 days after the lodgment of Counsel's certificate the documents referred to therein and in the Second Schedule to the Originating Application or Request shall be lodged if this has not been already done.

19. If the production is required of the Original of any Deed or Document not in the possession of the Vendor relating to lands comprised in any Originating Application or Request the Commissioners may order any person having the custody of such Deed or Document to produce or lodge the same on such terms as to lien, costs, or otherwise, as they may think to be just.

20. As soon as the *prima facie* evidence that the Vendor is a person having power to sell under the Land Purchase Acts is considered satisfactory the Land Commission shall publish an advertisement in the Form "E," with such variations as the nature of the case may require, in the *Dublin Gazette*, or otherwise as the Commissioners may direct, and shall by registered letter transmit a notice in the same Form to each of the persons appearing to be interested in the Estate or to such of them as the Commissioners think fit.

21. After the time mentioned in such advertisements and notices has elapsed the Commissioners may, unless some valid reason has been shown in the meantime why they should not do so, deal with the Vendor as the owner of the land for the purposes referred to in Section 17 of the Irish Land Act, 1903.

22. A certificate that the Commissioners think fit to deal with the Vendor as the owner of the land for the purposes aforesaid shall be prepared, which shall specify the lands to which it applies, the advertisements and notices which have been published and transmitted, and the documents and evidence acted upon.

AGREEMENTS FOR PURCHASE IN DIRECT SALES UNDER SECTIONS 1 TO 5.

23. Agreements for Purchase between Vendor and Purchaser of a holding shall be in the Form "F," and those between Vendor and Purchaser of a parcel of land shall be in the Form "H," and those between Vendor and Trustees under Section 4 of the said Act shall be in the Form "I" with such variations as the nature of the case may require, and at the time of signing any such agreement a copy thereof shall be given to the Purchaser signing the same, and the person giving such copy shall endorse on the original agreement a certificate of the date of giving the same. Any application that the agreement be not received by the Land Commission, and the interest in lieu of rent payable thereunder put into collection, shall be made within one month of the time of the signing thereof by the Purchaser, and shall be accompanied by a copy of the agreement and by a statement in writing setting forth the reasons for such application.

24. Application for advances in pursuance of agreements for purchase shall be made by endorsement on the agreements.

25. All such Agreements shall be on stout writing medium paper and shall be endorsed with the Record Number, County and Name of Vendor and Purchaser. They shall be signed by the Vendor and Purchasers or by some persons thereunto lawfully authorised on their behalf, and shall be prepared and executed in accordance with the directions annexed to the several forms. Save with the consent of the Commissioners no agreement shall be received after the next rent gale day following the date of the agreement.*

26. The reservation of mineral rights under Section 13, ss. (3), of the said Act shall be made by express declaration in the stated agreement or words inserted in the vesting order or otherwise as the Commissioners may direct.

* The date of the agreement is that from which it purports, on the face of it, to take effect

UNDERTAKINGS TO PURCHASE FROM THE LAND COMMISSION.

27. Undertakings under Section 6 (2) and under Section 7 (2) to purchase holdings or parcels of land from the Land Commission, at the prices estimated by the Commissioners and undertakings by the Vendor of an estate to re-purchase lands from the Land Commission shall be in such forms as the Commissioners shall furnish in each separate case after the proposed terms of sale have been settled between the Land Commission and the Vendor of the estate.

28. All such undertakings shall be on stout writing medium paper and shall be endorsed with the Record Number, County, and the name of the Vendor. They shall be signed by the persons undertaking to purchase or by some persons thereunto lawfully authorised on their behalf, and shall be prepared in accordance with the directions annexed to the several forms.

ADVANCES IN CASES WHERE THE PROVISIONS OF SECTION 1, SUB-SECTION 2 APPLY.

29. In cases to which the provisions of Section 1, Sub-Section 2, of the Irish Land Act, 1903, apply, Notice to all persons interested of their intention to make such proposed advance, shall be published in Form "K," with such variations as the nature of the case may require, by the Commissioners in the *Dublin Gazette*, or otherwise, as they may direct, and Notice of the proposed advance shall be given by them by registered letter in the said Form to all persons interested in the Estate so far as known to the Commissioners.

PURCHASE BY THE COMMISSION OF ESTATES, DEMESNES, OR OTHER LANDS.

30. The time within which the Vendor shall signify to the Commissioners that he agrees to sell an Estate or other lands at the price estimated by them and the time within which the Vendor shall signify to the Commissioners that he agrees to repurchase any Demesne or other land shall be one month from the date of the notification to him by the Commissioners of the terms upon which they propose to purchase such estate and to purchase and resell such Demesne or other lands, and if within the said month, or such extended time as the Commissioners may allow, the Vendor does not notify to the Commissioners that he accepts the terms aforesaid he shall be deemed to have refused to sell such Estate and to repurchase such Demesne or other land.

31 The time within which any person entitled in remainder or reversion to any land resold to the Vendor shall apply to the Judicial Commissioner that the lands so resold shall devolve in accordance with the terms of a Settlement shall be six months from the date of such re-sale.

ESTATES IN LAND JUDGES' COURT.

32. When it appears expedient to the Commissioners to take steps with a view to the purchase of an Estate for the sale of which an absolute order has been made under the Landed Estates Court (Ireland) Act, 1858, or Acts amending or extending the same, the Commissioners shall in the first instance request the Land Judge to cause them to be furnished with the following particulars and documents.

- (a.) Where a rental has been settled of the Estate which is the subject of such Request, two copies of such rental, one of which shall be attested and have a Sealed Map annexed. The rentals shall be free from corrections and interlineations, and in all cases shall be accurately totted, and shall be accompanied by a certified summary on Form "L¹," of the particulars of the Estate compiled from the rental, with such variations as the nature of the case may require, and a statement of the superior interests to which the Estate is subject,
or
- (b.) Where no rental of such Estate has been so settled a certified rental prepared by such person and in such manner as the Land Judge may direct, containing particulars of all tenanted and untenanted lands comprised in the Estate, with Schedules in the Forms "L¹" and "L²," with such variations as the nature of the case may require, and a statement of the superior interests to which the Estate is subject.
- (c.) The Surveyor's Report and Map, if there has been a survey, or if there has been no survey, or if the survey is not of recent date, a map and schedule of areas prepared as prescribed in 10 to 16 of these Rules.
- (d.) A copy of the last account passed by the Receiver, where there is a Receiver, or by the Agent, as the case may be, showing to what date the rent has been paid in each case, and setting out the reference numbers corresponding to the reference numbers of the plots as shown on the attested or certified rental as the case may be.
- (e.) A certificate of the existing tenement valuation.
- (f.) Any other document which the Commissioners may from time to time deem necessary.

SUB-TENANTS.

33. Where the Commissioners declare, pursuant to the provisions of Section 15 of the Irish Land Act, 1903, that a sub-tenant of a parcel of land shall be deemed a tenant and that such parcel of land shall be deemed a holding, a copy of such declaration shall be sent by the Commissioners by registered letter to the Vendors' Solicitor and the Owner of the intervening interest, or to his Solicitor if he has one.

34. The time within which the Vendor and the Owner of an intervening interest may notify to the Commissioners their agreement as to the price of the intervening interest shall be one month from the date of the posting of the declaration mentioned in the last preceding rule.

35. Any person aggrieved by a decision of the Commissioners under Section 15 of the Irish Land Act, 1903, may appeal to a Judicial Commissioner by Notice of Motion served on all necessary parties through the Notice Office of the Commission within fourteen days of such decision or the notification thereof.

ORDERS VESTING LAND IN THE LAND COMMISSION.

36. Before any order vesting any land in the Land Commission is made by the Commissioners, they shall publish in the *Dublin Gazette* or otherwise, as they may direct, advertisements in Form "M," with such variations as the nature of the case may require, and notice in the said form shall be given by registered letter to such of the parties interested in such land as the Commissioners may think necessary.

37. An application by any person interested in any land by way of cause shown against the making of such vesting order shall be made by notice to the Commissioners, and the time within which such application shall be made shall be two months from the date of the publication of the notice of the intention of the Land Commission to make such order.

MANNER OF MAKING OFFERS UNDER SECT. 19.

38. An offer by the Commissioners where they have purchased an Estate to make an advance to a Tenant who has not agreed to purchase shall be made on notice in Form "N," with such variations as the nature of the case may require, served on him personally, or by registered letter.

MINORS AND LUNATICS.

39. When the person in occupation of and paying rent for a holding held under a contract of tenancy is a minor, or a person of unsound mind, not so found by inquisition, the Commissioners may appoint a guardian of such person for the purpose of any proceedings under the Land Purchase Acts, and may from time to time change such guardian.

40. It shall be the duty of any person who shall under the foregoing rule be appointed guardian of a person of unsound mind to lodge within ten days from the date of his appointment with the Registrar in Lunacy a copy of the order appointing him such guardian, and to apply to the Lord Chancellor for such order (if any) as may be required.

DETERMINATION OF DISPUTES RESPECTING BOUNDARIES, ETC.

41. Applications by proprietors of holdings purchased under the Land Purchase Acts to determine questions respecting the boundaries of the holdings, easements or appurtenances, shall be on Form "O," with such variations as the nature of the case may require, and after being signed by all parties interested shall be forwarded to the Commissioners, who will communicate to such proprietors and parties the time and mode in which they will proceed, if they think fit so to do, to enquire into and determine the questions in dispute.

ANCIENT MONUMENTS.

42. Where any land proposed to be sold under the Land Purchase Acts contains any ancient Monument, application to the Commissioners with a view to having the same dealt with under the provisions of Section 14 of the Irish Land Act, 1903, may be made by the Vendor or Purchaser, or by any public body or association interested in the preservation of same.

TURBARY ON HOLDINGS.

43. Regulations made by the Commissioners in pursuance of Section 21 of the said Act shall be in writing and shall be deposited in the Record Office of the Land Commission, and copies thereof shall be sent to such persons as the Commissioners may direct, and certified copies may be obtained by any parties interested.

44. Any such regulations may provide for the punishment of any breach thereof by a fine not exceeding Five Pounds recoverable in a summary manner.

SANCTION OF ADVANCE.

45. The Commissioners' sanction or refusal to sanction an advance applied for shall be signified by a certificate endorsed upon the application.

REGISTER OF PERSONS INTERESTED IN THE ESTATE.

46. There shall be kept for each Estate a Register of the persons upon whom the Commissioners direct notice to be served of the intention of the Commissioners to deal with a Vendor as the Owner of the Estate and also of any other persons who may apply to be heard as, or appear to be, persons interested in the Estate.

ENTITLING AND FILING OF DOCUMENTS.

47. All statements, notices, orders, affidavits, consents, undertakings, certificates and other documents for the purpose of any proceeding, shall, unless otherwise directed by Rule, be headed

"Irish Land Commission—Estates Commissioners," and be endorsed with the Record Number, and shall be entitled "Estate of A.B.," or, if the Vendor or Vendors be a trustee or trustees for sale or with power of sale, "Estate of A.B. and C.D., trustees for sale (*or*, with power of sale) under the Will dated of E.F. deceased (*or*, of the Estate of E.F. under Indenture dated).

DELAY IN CONDUCT OF PROCEEDINGS.

48. If any case appears not to have been prosecuted with due diligence, the vendor having the carriage of the proceedings or his solicitor shall be required by notice in writing to attend before the Commissioners to explain the reason of the delay. The Commissioners may, if they think fit, transfer the carriage to some other party interested, and order the transfer of all papers or documents connected with the case, or may dismiss the proceedings, and in either case may make such order as may seem right as to costs.

CHANGE OF PARTIES BY DEATH, &c.

49. A person claiming to be entitled to have the proceedings continued in his name by reason of the death of the vendor, or proposed purchaser, or transmission or change of his interest, shall make written application to the Commissioners enclosing proper evidence in support of the application.

TIME.

50. In the computation of time for the purposes of these Rules the word "month" shall mean calendar month, and the period of a month shall not be extended by reason of any intervening holiday, but when the time limited is a fortnight or any less period, the time so limited shall be extended by any intervening holiday or holidays except Sundays.

The computation of time by days shall be exclusive of the first and inclusive of the last day.

Whenever the time limited expires on a Sunday or other holiday it shall be extended to the next day on which the offices of the Commissioners shall be open.

The Commissioners shall have power to enlarge or abridge the time appointed by these Rules for doing any act, or taking any proceedings, upon such terms, if any, as the justice of the case may require, and any such enlargement may be applied for and ordered after the expiration of the time appointed or allowed.

CONSTRUCTION OF TERMS.

51. In these Rules, unless the context shall otherwise require, Commissioners shall mean Estates Commissioners.

NO FEES TO BE CHARGED BY OFFICERS OF ESTATES
COMMISSIONERS.

52. With a view to limiting the costs and expenses of Vendors no fees shall be payable under these Rules in respect of any duties performed by the officers of the Commissioners, nor shall there be charged any office fee for the filing of any document, and all publications and advertisements directed by the foregoing Rules shall be made without charge to the Vendor.

(Signed)

J. O. Wylie.
Fredk. S. Wrench.
M. Finucane.
W. F. Bailey.

Form "A."

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

ORIGINATING APPLICATION.

Omit any portions of this form which are not applicable to the facts of the case.

Estate of *A.B.*,

County

I, *A.B.*, of

in the County of

The address of the Vendor must be given in full.

aged 21 years and upwards, hereby make oath and say as follows:—

1. I have been advised that I am within the meaning of the 17th Section of the Irish Land Act, 1903, a person having power to sell the Estate and Lands, particulars of which are set forth in the First Schedule hereunto annexed, which Estate and Lands are shown on the Map lodged herewith.

2. I am now and have been from the year . . . personally or by an Agent in receipt of the rents and profits of the said Estates and Lands.

If the Vendor has not been 6 years in possession he should here state the name of his immediate predecessor in title and the period during which such predecessor was in receipt of the rents and profits.

13. There have not been any previous proceedings for the sale of the said lands or any part thereof under the Land Purchase Acts save

The full name
and address
of the
negotiator must
be given.

14. I propose that £ or £ per cent. on the Purchase Money or such sum as the Commissioners shall sanction shall be paid out of the Purchase Money under the provisions of Section 23 (12) of the said Act to of whom I nominate to negotiate the proposed sale.

15. I desire that any interest payable under Section 35, Sub-Section (2) of the Land Law (Ireland) Act, 1896, shall be paid to.

SCHEDULE I.

(1)	(2)	(3)	(4)	(5)
Denominations (Ordinance Survey Names), Barony and County.	Total Quantity of land, Statute Measure, proposed to be sold in each Denomination.	Tenement Valuation of land proposed to be sold in each Denomination.	Reference on Map lodged.	Tenure by which the lands are held and particulars of superior interest and of sporting, mineral, and water rights, and the names and addresses of the persons entitled thereto.

Note.—Divide this Schedule into parts specifying:—(a) Tenanted lands. (b) Lands proposed to be dealt with as parcels under Section 2 of the Act. (c) Demesne lands. (d) Other lands in the occupation of the Vendor which he requests the Land Commission to purchase. The different parts of the Schedule should be distinctly marked off from each other, and headed with the appropriate headings, and should be separately totted and summarised at foot of schedule to show total area of land proposed to be sold.

Lands owned by the Vendor which he does not propose to sell are not to be set out in this Schedule.

SCHEDULE II.

Deeds or other Documents relied on as *prima facie* Evidence that the Vendor is a person having power to sell under the Land Purchase Acts.

DIRECTIONS.

If an abstract of title has been prepared it may be utilised. If not the Vendor should specify a Conveyance to him or his predecessor in title, and also the last Settlement, Will, or other document showing extent and nature of his interest; and if the estate and lands, or any portions thereof, are held under fee farm grant or lease, the Vendor should specify the same irrespective of date. The Vendor should also be prepared to give evidence by affidavit or otherwise to establish the identity of the lands for sale with those mentioned in the title deeds.

If originals are not in the possession of the Vendor he should state in whose custody they are. Note rule 19 as to obtaining an order for the production or lodgment of the originals.

SCHEDULE III.

Names, etc., of Persons interested in the Estate and Lands other than Owners of Superior Interest, and the sporting, mineral and water rights mentioned in Schedule I.

The addresses must be given in all cases. An incorrect address may involve considerable delay.

Name.	Address.	Short particulars of Interest or Claim.
	PART I Persons interested in remainder or as cestui que trust, etc. PART II Incumbents, etc. *	

SCHEDULE IV.

Particulars of the Demesne or other Lands held in Occupation by Vendor which he is desirous of re-purchasing from the Land Commission.

Denominations (Ordinance Survey Names) Barony and County.	Quantity of Land, Statute Measure.	Tenement Valuation, Houses and Land, separately.	Reference Numbers on Map.	State when and how the Demesne and other lands came into Vendor's occupation.
	a. r. p.	£ s. d.		

Note.—Divide this Schedule into parts specifying (a) Demesne (b) other lands in Vendor's occupation.

Sworn before me this
day of 19
at
in the County of
and I know the Deponent.

Form "B."

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

ORIGINATING REQUEST.

Estate of *A.B.*, in the County of

I, A.B., of in the County of
aged 21 years and upwards, hereby make oath and say as follows:—

Om't any
particulars
of this
form which
are not applic-
able to the facts
of the case.

The address of
the Vendor
must be given
in full

1. I have been advised that I am, within the meaning of the 17th Section of the Irish Land Act, 1903, a person having power to sell the estate and lands, particulars of which are set forth in the First Schedule hereunto annexed, which estate and lands are described in the Map lodged herewith.

2. I am now, and have been from the year . . . , personally, or by an Agent, in receipt of the rents and profits of the said estate and lands.

If the Vendor has not been six years in possession he should here state the name of his immediate predecessor in title and the period during which such predecessor was in receipt of the rents & profits.

If the Vendor owns other lands, he should give short particulars of same, stating where they are situate, their distance from the lands proposed to be sold, and shortly the reason for their proposed exclusion. If such reason or reasons cannot be shortly stated, refer clearly to the Schedule of Areas and set out therein and as a separate part thereof, the excluded lands and the reasons for their exclusion. See Rules 12(b) and 13(e) as to showing the excluded lands on maps.

3. $\frac{\text{I am}}{\text{I am not}}$ the Owner of other lands in the neighbourhood of the Estate and lands included in the First Schedule.

4. I apply to the Land Commission to enquire into the circumstances of the said Estate with a view to the Sale thereof under the said Act, and I apply that the same may be declared fit to be regarded as a separate Estate for the purposes of such Sale.

5. In the Fourth Schedule hereunto annexed I have set forth particulars of so much of the Demeane lands and other lands in my occupation as I am desirous of re-purchasing from the Land Commission, with the acreage and Tenement Valuation of same.

6. As *prima facie* evidence of my power to sell the said Estate and lands, I refer to the deeds and other documents specified in the Second Schedule hereunto annexed, and to the certificate of Counsel intended to be lodged herewith or hereafter.

7. The said Estate and lands are held by the tenure mentioned in the said First Schedule and are subject to the superior interests, and to the Sporting, Mineral, and Water Rights therein referred to, and except as therein mentioned, the said Estate and lands are not subject to any superior interests or to any Sporting, Mineral, or Water Rights.

8. I am the absolute Owner of the said Estate and lands,

or I am the Owner as tenant for life of the said Estate and lands under a Settlement *or* Will dated _____ and C.D. of _____ and E.F. of _____ are the Trustees for the purposes of the Settled Land Acts of the said Settlement *or* Will, *or* there are no trustees for the purposes of the Settled Land Acts,

or We are Trustees for Sale of the said Estate and lands under Settlement dated _____

or We are Trustees with a power of Sale of the said Estate and lands under Settlement dated _____

or As the case may be.

9. I have set forth to the best of my knowledge and belief in the Third Schedule hereto the names and addresses of all persons interested in the said Estate and lands other than the owners of superior interests and the rights referred to in the First Schedule, and short particulars of the nature of their interest or claim.

10. The particulars set forth in the accompanying Schedule of Tenancies, now produced to me and marked _____ before swearing this Affidavit, are true and correct in every particular to the best of my knowledge, information and belief. The several tenants named in the said Schedule are in actual occupation of the lands specified opposite to their respective names and save as in the said Schedule mentioned the said Estate and lands are not subject to any fee farm grant, lease, or tenancy.

See Form
C.

Give short
descriptions
of any such
monument

11. The lands comprised in the said first Schedule do not contain any Ancient Monument as defined by the 14th Section of the Irish Land Act, 1903, save

12. There are not any proceedings pending in any Court in relation to the said lands or any part thereof save

13. There have not been any previous proceedings for the sale of the said lands or any part thereof under the Land Purchase Acts save

The full name
and address of
the negotiator
must be
given.

14. Subject to the approval of the Estates Commissioners,
I desire to nominate Mr. _____ of
to negotiate the sales.

15. I desire that any interest payable under the provisions of Sections 18 and 24 of the Irish Land Act, 1903, shall be paid to

SCHEDULE I.

(1)	(2)	(3)	(4)	(5)
Denominations (Ordinance Survey Names), Barony and County.	Total Quantity of land, Statute Measure, proposed to be sold in each Denomination.	Tenement Valuation of land proposed to be sold in each Denomination.	Reference on Map lodged.	Tenure by which the Estate and land are held and particulars of superior interests, and of sporting, mineral and water rights, and the names and addresses of the persons entitled thereto.

Note.—Divide this Schedule into parts specifying:—(a) Tenanted lands. (b) Lands proposed to be dealt with as parcels under Section 2 of the Act. (c) Demesne land and (d) other lands in the occupation of the Vendor. The different parts of the Schedule should be distinctly marked off from each other, and headed with appropriate headings, and should be separately totted and summarized at foot of schedule to show total area of land proposed to be sold.

Lands owned by the Vendor which he does not propose to sell are not to be set out in this Schedule.

SCHEDULE II.

Deeds or other Documents relied on as *prima facie* Evidence
of Title.

DIRECTIONS.

If an abstract of title has been prepared it may be utilised. If not the Vendor should specify a Conveyance to him or his predecessor in title, and also the last Settlement or Will or other document showing extent and nature of his interest; and if the Estate and Lands, or any portions thereof, are held under fee farm grant or lease the Vendor should specify the same irrespective of date. The Vendor should also be prepared to give evidence by affidavit or otherwise to establish the identity of the lands for sale with those mentioned in the title deeds.

If originals are not in the possession of the Vendor he should state in whose custody they are. Note rule 19 as to obtaining an order for the production or lodgment of the originals.

Designations Ordinance Survey Names) Barony and County.	Quantity of Lead, Statute Measure.	Tensament Valuation, Houses and Land separately.	Reference Numbers on Map.	State when and how the Demesne and other lands came into Vendor's occupation.
	A R. P.	£ s. d.		

Sworn before me this
day of 19
at
in the County of
and I know the Deponent.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

SCHEDULE OF AREAS.

Estate of..... County.....

Record No. E.C.....

Reference Numbers on Map.	Tenants' Names.	Area, Statute Measure. A. R. P.	Tenure and other remarks.
	Townland of		

Where more than one map is lodged a separate schedule should be prepared for each map and the maps and schedules should be endorsed with corresponding numbers 1, 2, 3, &c.

The area of each holding, part of a holding, parcel, &c., in question, which bears a separate map-number, must be separately computed by the Surveyor and entered in this schedule, as well as the gross area of each holding. The schedule should be prepared by townlands, and, when practicable, the areas should be set forth as working up to the latest revised townland areas as set out on the ordnance map in whole or part, thus: (a) total of areas in the estate for sale as detailed, (b) areas within the ambit of the property of the vendor but excluded from sale, (c) balance of townland area, (d) total townland area. The schedule should be countersigned by the vendor or his negotiator or the solicitors having carriage of sale, in further confirmation of its arithmetical accuracy and conformity with the Rules.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Record No. E.C.....

Estate of.....

County.....

TAKE NOTICE that the said

claiming as

is proceeding to

sell Estate at

to the Tenants thereof and other persons (or the Land Commission as the case may be) in fee-simple, reserving thereout to the Irish Land Commission the exclusive right of mining and taking minerals and digging and searching for minerals on or under the said Estate.

and that the Land Commission intend, without any further investigation of title, within days from this date, unless some valid reason is shown in the meantime why they should not do so, to deal with the said

as the owner of the said lands for all purposes other than the distribution of the Purchase Money or the payment of any percentage out of the Land Purchase Aid Fund established under the Irish Land Act, 1903.

Signed

By Order of the Estates Commissioners.

Dated this

day of

190 .

N.B.—Any person interested in the Estate will, on application at the Office of the Estates Commissioners, be furnished with information as to the amount of the Purchase Money of the estate (or of the several holdings thereon as the case may be.)

4. The said holding is now held by the said Tenant who has been residing on and in occupation of same since . . . at the annual rent of £ payable under State shortly particulars of the contract of tenancy, state when tenancy was created and if Judicial, give date of Order or Agreement and Record Number. If the tenant does not reside on the holding state where he resides and how far from the holding
5. The said holding shall be vested in the Tenant in fee-simple subject as hereinafter mentioned and as provided by the Irish Land Act, 1903. If the holding is subject to maintenance and drainage charges, which will affect the holding after purchase, a statement to that effect should be inserted.
6. Subject to the provision hereinafter contained the exclusive right of mining and taking minerals within the meaning of the said Act, and of digging and searching for the same is hereby reserved to and shall be vested in the Land Commission. See the instruction at the end of this form as to the way in which mineral and water rights are to be dealt with when not vested in the Land Commission.

See the instructions at the end of this form as to the way in which sporting rights, not in the possession or enjoyment of the Vendor at the time of sale are to be dealt with

7. The Sporting rights within the meaning of the Irish Land Act, 1903, if any, to which the Vendor is entitled over and upon the said holding exclusive of the Tenant shall be:—

(a.) Reserved to Vendor.

or (b.) Vested in the Tenant.

or (c.) In the absence of agreement vested in the Irish Land Commission.

8. Interest on the Purchase Money shall be payable to the Irish Land Commission at the rate of _____ per cent. per annum from the date of this Agreement up to the date of the advance and after that date until the day from which the purchase annuity begins at the rate of £2 15s. 0d. per cent. per annum.

9. The sale shall be carried out by means of a Vesting Order.

10. Nothing in this Agreement shall prejudices or affect any Sporting Rights, Mineral Rights, or Water Rights which are not now in the possession of the Vendor, or the right of the Vendor to work any mine or quarry which is now being worked or developed by him on the said holding (or on the holding of _____ in the townland of _____) or any right to water power now in actual use by the Vendor, and the holding shall be vested in the tenant subject and without prejudice to any such right.

11. The sum herein stated as the purchase money of the said holding does does not include a sum other than the true purchase money of the holding.

If it does, state what sums are so included.

FIRST SCHEDULE.

County..... Barony..... Electoral Division.....

Reference Number on Map.	Ordnance Survey Names of Townlands (each on a separate line).	Area in Statute Measure of the portion of the holding in each Townland.			Tenement Valuation.		
		A.	R.	P.	£.	s.	d.

Signed by the Vendor in the presence of
 Name, ...
 Address, ...
 Occupation, ...
 Signed by the Tenant in the presence of
(the Agreement having first been read and explained to him in my presence)
 and I know the Tenant.
 Name, ...
 Address, ...
 Occupation, ...

Signature of the Vendor, ...
 Postal Address, ...
 Signature of Tenant, ...
 Postal Address, ...
 Occupation or Description, ...

The words in italics may be struck out unless the Tenant is illiterate.

I, the before mentioned
 Tenant say :—

The particulars in the foregoing Agreement and Schedule are true to the best of my knowledge and belief.

There is not any person in occupation of said holding or of any part thereof as Tenant or otherwise save as mentioned in the following Schedule:—

SECOND SCHEDULE.

Reference No. on Map.	Names of the Persons in occupation as Under-Tenants or otherwise.	Area in Statute Measure of portion sublet.	Rent (if any) payable by such occupiers.	Tenure or nature of occupancy.
		A. R. P.	£ s. d.	

I have not obtained from or applied to the Irish Land Commission for an advance of any sum for the purchase of any land save as follows:—

nor is there any advance under the Land Purchase Acts now repayable by me save as follows:—

Signature of Tenant.....

Signed by the Tenant in the presence of

(the Agreement having first been read and explained to him in my presence.)

and I know the Tenant.

Name

If the Tenant wishes to be represented in the proceedings by a Solicitor, he must be so represented at his own expense; if so, here insert the name and address of such Solicitor.

Name

Address

Name and address of the Vendor's negotiator—

.....

Any application that the Agreement be not received by the Land Commission and the interest in lieu of rent payable thereunder put into collection, shall be made within one month of the time of the signing thereof by the Purchaser, and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application.

TO BE ENDORSED ON FOLD OF AGREEMENT.

I, _____, of _____, hereby certify that
a copy of the within Agreement as signed by the within Purchaser was given to him on the _____ day of _____ 19____

Signature of person }
giving the copy. }

APPLICATION FOR AN ADVANCE TO BE ENDORSED
ON FOLD OF AGREEMENT.

I, _____, the within named tenant, hereby apply to
the Irish Land Commission for an advance of the sum of _____
pounds
(£ _____) for the purchase of the holding the subject of the
within Agreement, to be repaid by an annuity of £ _____
payable as by the Irish Land Act, 1903, provided

Fill in
amount of
advance in
words and
figures.

The sum of _____ pounds
(£ _____) being the balance of the purchase money (if any
over the amount of the advance under the Land Purchase Acts)
is to be paid in cash into Court.

Strike out if
tenant applies
for an
Advance of
the whole
purchase
money.

Signature of Tenant

Signed by the Tenant in the
presence of

*(the Application having first been read and
explained to him in my presence),*

and I know the Tenant.

The words
in italics
may be
struck out
unless the
tenant is
illiterate

Name.....

Address.....

Occupation.....

DIRECTIONS AS TO THE PREPARATION OF THE AGREEMENT AND APPLICATION FOR AN ADVANCE.

The Agreement and Application for an Advance should be neatly and accurately prepared without any blanks, and all words and clauses not applicable to the case must be struck out, otherwise it cannot be received. Any alterations made in the Agreement or Application for an Advance or words struck out should be initialled by the parties to the Agreement or Application for an Advance.

When females are parties to the Agreement or Application for an Advance, they should be described either as "Spinster," "Widow," or "Wife of _____."

The Purchase Money and the advance must be in pounds only.

The holding must be vested in fee simple subject to the provisions of the Irish Land Act, 1903; and in dealing with sporting rights, mineral rights, and water rights regard must be had to the provisions of Sections 13, 16, and 99 of the said Act.

Where the mineral rights constitute a superior interest, or are vested in the Crown, or where Mineral, Sporting, or Water Rights are not in the possession or enjoyment of the Vendor at the time of sale, they should be reserved to the Owner thereof, as such rights cannot be compulsorily redeemed.

The following clause is suggested as a precedent for such a reservation:—

"The Mineral, Sporting and Water Rights excepted or reserved under a Fee Farm Grant, dated, etc., (or under a lease dated, etc.), or under any Superior Grant or Leass affecting the holding are reserved to his heirs and assigns or other the person or persons entitled thereto his or their heirs and assigns."

As a general rule sporting rights reserved to a head landlord by the fee farm grant under which the Vendor holds the lands for sale are concurrent rights, and in such cases the Vendor may also be entitled to sporting rights within the meaning of the Irish Land Act, 1903, exclusive of the tenant. If this is the case, clause 7 should state in what way the last rights are to be dealt with.

If in the case of a holding subject to a judicial rent fixed or agreed to before the passing of the Act of 1896, the parties agree that the holding should be treated as a holding subject to a judicial rent fixed since the passing of the Act of 1896 the following clause should be inserted in the Agreement:—

"It is hereby agreed that the Irish Land Commission may if they consider it equitable, treat the said holding as a holding subject to a judicial rent fixed since the passing of the Land Law (Ireland) Act, 1896."

The Agreement must be signed by both Vendor and Tenant or by some Persons thereunto lawfully authorised on their behalf, and the Application for an Advance must be signed by the tenant or by some Person thereunto lawfully authorised on his behalf. Trustees or limited owners selling under the provisions of the Settled Land Acts, 1882 to 1896, must, unless under special circumstances, themselves sign the Agreement.

The witness to the signature of the Tenant should be a Commissioner for taking Affidavits, Magistrate, Clergyman, Doctor, Solicitor, County, Rural or District Councillor, or such other person as may be approved by the Estates Commissioners, but in no case may the witness be a person in the employment of the Vendor, and the witness shall certify that he knows the Tenant or Purchaser.

The attention of all parties is particularly requested to the following rules with reference to Agreements for purchase made by the Estates Commissioners which must be strictly observed:—

"23. Agreements for purchase between Vendor and Purchaser of a holding shall be in the Form 'F,' and those between Vendor and Purchaser of a Parcel of Land shall be in the Form 'H,' and those between Vendor and Trustees under Section 4 of the said Act shall be in the Form 'I,' with such variations as the nature of the case may require, and at the time of signing any such agreement a copy thereof shall be given to the Purchaser signing the same, and the person giving such copy shall endorse on the original Agreement a certificate of the date of giving the same. Any application that the Agreement be not received by the Land Commission and the interest in lieu of rent payable thereunder put into collection, shall be made within one month of the time of the signing thereof by the Purchaser, and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application."

"24. Applications for advances in pursuance of Agreements for purchase shall be made by endorsement on the Agreement."

"25. All such Agreements shall be on stout writing medium paper, and shall be endorsed with the Record Number, County, and name of Vendor and Purchaser. They shall be signed by the Vendor and Purchasers or by some persons thereunto lawfully authorised on their behalf, and shall be prepared and executed in accordance with the directions annexed to the several forms. Save with the consent of the Commissioners, no Agreement shall be received after the next rent gale day following the date of the Agreement."

N.B.—No Stamp Duty is payable on the Agreement or Application for an Advance.

Form "H."

AGREEMENT BETWEEN VENDOR AND PURCHASER
FOR SALE OF A PARCEL OF AN ESTATE.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Estate of..... County.....

AN AGREEMENT Made the day of 19 .
Between of the Vendor
of the parcel of land described in the Schedule hereto and
 of the Purchaser
of the said parcel of land.

Fill in the
amount of
the purchase
money in
words and
figures

1. In case an Estate of which the said parcel of land forms a part shall be sold under the provisions of the Irish Land Act, 1903, the Vendor hereby agrees to sell and the Purchaser hereby agrees to Purchase the said parcel of land heretofore in the occupation of the Vendor for the sum of
pounds (£).

2. The purchaser shall apply in the prescribed form to the Irish Land Commission for an advance of the sum of
pounds (£) for the purpose of such purchase to be repaid as provided by the Irish Land Act, 1903.

. The sum of pounds (£), being the balance of the purchase money, if any, over the amount of the advance under the Land Purchase Acts is to be paid in Cash into Court.

4. The said parcel of land shall be vested in the Purchaser in fee simple, subject as hereinafter mentioned and as provided by the Irish Land Act, 1903.

If the parcel
is subject to
maintenance
and drainage
charges
which will
affect the
parcel
after
purchase,
a statement
to that
effect should
be inserted.

5. The exclusive right of mining and taking minerals within the meaning of the said Act, and of digging and searching for the same is hereby reserved to and shall be vested in the Land Commission.

See the instructions at the end of this form as to the way in which mineral and water rights are to be dealt with when not to be vested in the Land Commission.

6. The Sporting rights within the meaning of the Irish Land Act, 1903, if any, to which the Vendor is entitled over and upon the said parcel of land shall be:—

See the instructions at the end of this form as to the way in which sporting rights, not in the possession or enjoyment of the Vendor at the time of sale, are to be dealt with.

(a.) Reserved to the Vendor.

or (b.) Vested in the Purchaser.

or (c.) In the absence of agreement vested in the Irish Land Commission.

7. Interest on the Purchase Money shall be payable to the Irish Land Commission from the date of the advance until the day from which the purchase annuity begins at the rate of £2 15s 0d. per cent. per annum.

8. The Purchaser is to be put into possession on a day not later than the date of the advance.

9. A fine has not been taken or agreed on with respect to the sale of the said parcel.

If a fine has been taken or agreed on state amount.

10. Nothing in this Agreement shall prejudice or affect any Sporting Rights, Mineral Rights, or Water Rights which are not now in the possession of the Vendor, or the right of the Vendor to work any mine or quarry which is now being worked or developed by him on the said parcel (or on the holding of _____, in the townland of _____) or any right to water power now in actual use by the Vendor, and the parcel shall be vested in the Purchaser subject and without prejudice to any such right.

SCHEDULE

County..... Barony..... Electoral Division.....

Reference Number on Map.	Ordinance Survey Names of Townlands (each on a separate line).	Area in Statute Measure of the portion of the parcel of land in each Townland.	Tepement Valuation.
		A. R. P.	£ s. d.

Signed by the Vendor in the presence of

Name, ...

Address.

Occupation.

Signed by the Purchaser in

presence of

(the Agreement having first been read and

explained to him in my presence),
and I know the Dutchman

and I know the Purchaser.
Name _____

Name, ...
Address

Address, ...

Occupation

Signature of the Vendor.....

Postal Address, ...

Signature of Purchaser, ...

Postal Address.....

Occupation or Description.....

I, A.B., the above-named Purchaser, say as follows:—

1. The particulars stated in the foregoing Agreement and Schedule are true to the best of my knowledge and belief.

2. I am a

The words in italics may be struck out unless the Purchaser is illiterate.

Here insert words bringing Purchaser within one of the classes of persons qualified to purchase a parcel.

3. I have not obtained from or applied to the Irish Land Commission for an advance of any sum for the purchase of any land, nor is there any advance under the Land Purchase Act now repayable by me save as follows:—

Signature of Purchaser,.....

If the Purchaser wishes to be represented in the proceedings by a Solicitor, he must be so represented at his own expense, and if so, here insert the name and address of such Solicitor.

Name, ...

Address, ...

Name and address of Vendor's negotiator:—

.....

.....

Any application that the Agreement be not received by the Land Commission shall be made within one month of the time of the signing thereof by the Purchaser, and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application.

TO BE ENDORSED ON FOLD OF AGREEMENT.

I, _____, of _____, hereby certify that a copy of the within Agreement as signed by the within Purchaser was given to him on the _____ day of _____ 19____

Signature of person }
giving the copy. }

APPLICATION FOR AN ADVANCE TO BE ENDORSED ON FOLD OF AGREEMENT.

I, _____, the within named purchaser, hereby apply to the Irish Land Commission for an advance of the sum of _____ pounds (£ _____) for the purchase of the parcel, the subject of the within agreement, to be repaid by an annuity of £ _____ payable as by the Irish Land Act, 1903, provided

Fill in amount of advance in words and figures.

The sum of _____ pounds (£ _____) being the balance of the purchase money (if any over the amount of the advance under the Land Purchase Acts) is to be paid in cash into Court.

Strike out if tenant applies for an advance of the whole purchase money

Signature of Purchaser

Signed by the Purchaser in the presence of

(the Application having first been read and explained to him in my presence)

and I know the Purchaser.

Name.....

Address.....

Occupation.....

The words in italics may be struck out unless the purchaser is illiterate.

DIRECTIONS AS TO THE PREPARATIONS OF THE AGREEMENT AND APPLICATION FOR AN ADVANCE.

The Agreement and Application for an Advance should be neatly and accurately prepared without any blanks, and all words and clauses not applicable to the case must be struck out, otherwise it cannot be received. Any alterations made in the Agreement or Application for an Advance or words struck out, should be initialled by the parties to the Agreement or Application for an Advance.

When females are parties to the Agreement or Application for an Advance, they should be described either as "Spinster," "Widow," or "Wife of ."

The Purchase Money and the advance must be in pounds only.

The parcel of land must be vested in fee simple, subject to the provisions of the Irish Land Act, 1903; and in dealing with sporting rights, mineral rights, and water rights regard must be had to the provisions of Sections 13, 16, and 99 of the said Act.

Where the mineral rights constitute a superior interest, or are vested in the Crown, or where Mineral Sporting or Water Rights are not in the possession or enjoyment of the Vendor at the time of sale, they should be reserved to the Owner thereof, as such rights cannot be compulsorily redeemed.

The following clause is suggested as a precedent for such a reservation:—

"The Mineral, Sporting and Water Rights excepted or reserved under a Fee Farm Grant, dated, etc., (or under a lease dated, etc.), or under any Superior Grant or Lease affecting the holding are reserved to his heirs and assigns or other the person or persons entitled thereto his or their heirs and assigns."

As a general rule sporting rights reserved to a head landlord by the fee farm grant under which the Vendor holds the lands for sale are concurrent rights, and in such cases the Vendor may also be entitled to sporting rights within the meaning of the Irish Land Act, 1903, exclusive of the tenant. If this is the case clause 6 should state in what way the last rights are to be dealt with.

The Agreement must be signed by both Vendor and Purchaser, or by some Persons thereunto lawfully authorised on their behalf, and the Application for an Advance must be signed

by the Purchaser or by some Persons thereunto lawfully authorised on his behalf. Trustees or limited owners selling under the provisions of the Settled Land Acts, 1852 to 1896, must, unless under special circumstances, themselves sign the Agreement.

The witness to the signature of the purchaser should be a Commissioner for taking Affidavits, Magistrate, Clergyman, Doctor, Solicitor, County, Rural or District Councillor, or such other person as may be approved by the Estates Commissioners, but in no case may the witness be a person in the employment of the Vendor, and the witness shall certify that he knows the Purchaser.

The attention of all parties is particularly requested to the following rules with reference to Agreements for purchase made by the Estates Commissioners which must be strictly observed:—

“23. Agreements for purchase between Vendor and Purchaser of a holding shall be in the Form ‘F,’ and those between Vendor and Purchaser of a Parcel of Land shall be in the Form ‘H,’ and those between Vendor and Trustees under Section 4 of the said Act shall be in the Form ‘I,’ with such variations as the nature of the case may require, and at the time of signing any such agreement a copy thereof shall be given to the Purchaser signing the same, and the person giving such copy shall endorse on the original Agreement a certificate of the date of giving the same. Any application that the Agreement be not received by the Land Commission and the interest in lieu of rent payable thereunder put into collection, shall be made within one month of the time of the signing thereof by the Purchaser and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application.”

“24. Applications for advances in pursuance of Agreements for purchase shall be made by endorsement on the Agreement.”

“25. All such Agreements shall be on stout writing medium paper, and shall be endorsed with the Record Number, County, and name of Vendor and Purchaser. They shall be signed by the Vendor and Purchasers or by some persons thereunto lawfully authorised on their behalf, and shall be prepared and executed in accordance with the directions annexed to the several forms. Save with the consent of the Commissioners, no Agreement shall be received after the next rent gale day following the date of the Agreement.”

N.B.—No Stamp Duty is payable on the Agreement or Application for an Advance.

AGREEMENT FOR SALE BY VENDOR TO TRUSTEES
FOR THE PURPOSE MENTIONED IN SECTION 4
OF THE IRISH LAND ACT, 1903.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Estate of..... County.....

AN AGREEMENT Made the day of 19
BETWEEN of the Vendor of
the parcel of land described in the Schedule hereto and A.B.,
of and C.D., of being
Trustees approved of by the Irish Land Commission for the
purpose hereinafter mentioned.

Fill in the
amount of
the purchase
money in
words and
figures.

1. In case an Estate of which the said parcel of land forms a
part shall be sold under the provisions of the Irish Land Act,
1903, the Vendor hereby agrees to sell and the purchasers
hereby agree to purchase the said parcel of land heretofore in
the occupation of for the sum of
pounds (£).

2. The Purchasers shall apply in the prescribed form to the
Irish Land Commission for an advance of the sum of
pounds (£) for the purpose of such purchase to be repaid
as provided by the Irish Land Act, 1903.

3. The sum of pounds (£) being the balance
of the purchase money, if any, over the amount of the advance
under the Land Purchase Acts is to be paid in Cash into Court.

4. The said parcel of land shall be vested in the purchasers
in fee simple, subject as hereinafter mentioned and as provided
by the Irish Land Act, 1903.

If the parcel
is subject to
maintenance
and drainage
charges
which will
affect the
parcel after
purchase,
a statement
to that effect
should be
inserted.

5. The exclusive right of mining and taking minerals within the meaning of the said Act, and of digging and searching for the same, is hereby reserved to and shall be vested in the Land Commission.

See the instructions at the end of this form as to the way in which mineral and water rights are to be dealt with when not to be vested in the Land Commission.

6. The Sporting rights within the meaning of the Irish Land Act, 1903, to which the Vendor is entitled over and upon the said parcel of land shall be:

See the instructions at the end of this form as to the way in which sporting rights, not in the possession or enjoyment of the Vendor at the time of sale are to be dealt with.

(a.) Reserved to the Vendor.

or (b.) Vested in the Purchasers.

or (c.) In the absence of agreement vested in the Irish Land Commission.

7. Interest on the Purchase Money shall be payable to the Irish Land Commission from the date of the advance until the day from which the Purchase annuity begins at the rate of £2 15s. 0d. per cent. per annum.

8. The purchasers are to be put into possession on a day not later than the date of the advance.

9. A fine has not been taken or agreed on with respect to the sale of the said parcel.

If a fine has been taken or agreed on state amount

10. It is hereby agreed that the said A.B. and C.D. shall hold the said parcel of land for the purpose of

See section 4 specifying the purpose.

and on the terms and conditions and with such rights and powers as may be specified in a scheme to be settled, pursuant to the provisions of Section 20 of the Irish Land Act, 1903.

11. Nothing in this Agreement shall prejudice or affect any Sporting Rights, Mineral Rights, or Water Rights, which are not now in the possession of the Vendor or the right of the Vendor to work any mine or quarry which is now being worked or developed by him on the said parcel (or on the holding of in the townland of), or any right to water power now in actual use by the Vendor, and the parcel shall be vested in the Purchasers subject and without prejudice to any such right.

SCHEDULE

County..... Barony..... Electoral Division.....

Reference Number on Map.	Ordnance Survey Names of Townlands (each on a separate line).	Area in Statute Measure of the portion of the parcel of land in each townland.	Townment Valuation.
		a. b. c.	£ s. d.

Signed by the Vendor in the presence of

Signature of Vendor, ...

Name.

Postal Address, ...

Address, ...

Occupation.

Signatures of Purchasers,.....

Signed by the Purchasers in
presence of

and I know the Purchasers.

.....

Name.

Postal Address,.....

Address.

Occupation or Description, ...

Occupation.

If the Purchasers wish to be represented in the proceedings by a Solicitor, they must be so represented at their own expense, and if so, here insert the name and address of such Solicitor.

Name.....

Address,.....

Name and Address of Vendor's negotiator—

Any application that the Agreement be not received by the Land Commission shall be made within one month of the time of the signing thereof by the Purchasers and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application.

11. Nothing in this Agreement shall prejudice or affect any Sporting Rights, Mineral Rights, or Water Rights, which are not now in the possession of the Vendor or the right of the Vendor to work any mine or quarry which is now being worked or developed by him on the said parcel (or on the holding of _____ in the townland of _____), or any right to water power now in actual use by the Vendor, and the parcel shall be vested in the Purchasers subject and without prejudice to any such right.

SCHEDULE.

County..... Barony..... Electoral Division.....

Reference Number on Map.	Ordinance Survey Names of Townlands (each on a separate line).	Area in Statute Measure of the portion of the parcel of land in each Townland.			Tenement Valuation.		
		A.	B.	P.	£	s.	d.

Signed by the Vendor in the
presence of

Signature of Vendor, ...

Name, ...

Postal Address, ...

Address, ...

Occupation, ...

Signatures of Purchasers, ...

Signed by the Purchasers in
presence of

and I know the Purchasers.

Name, ...

Postal Address, ...

Address, ...

Occupation or Description, ...

Occupation, ...

If the Purchasers wish to be represented in the proceedings
by a Solicitor, they must be so represented at their own ex-
pense, and if so, here insert the name and address of such
Solicitor.

Name, ...

Address, ...

Name and Address of Vendor's negotiator—

.....

.....

Any application that the Agreement be not received by the
Land Commission shall be made within one month of the time
of the signing thereof by the Purchasers and shall be accom-
panied by a copy of the Agreement and by a statement in
writing setting forth the reasons for such application.

TO BE ENDORSED ON FOLD OF AGREEMENT.

I, _____ of _____, hereby certify that
copies of the within Agreement as signed by the within Purchasers were given to them on the _____ day of _____ 19____,

Signature of person }
giving the copy }

APPLICATION FOR AN ADVANCE TO BE ENDORSED
ON FOLD OF AGREEMENT.

Fill in the
amount of
advance
in words and
figures.

We, _____, the within named purchasers, hereby
apply to the Irish Land Commission for an advance of the sum
of _____ pounds
(£ _____) for the purchase of the parcel, the subject of the
within Agreement to be repaid by an annuity of £ _____, payable
as by the Irish Land Act, 1903, provided

Strike out if
purchasers
apply for an
advance of
the whole
purchase
money.

The sum of _____ pounds (£ _____) being
the balance of the purchase money (if any over the amount of
the advance under the Land Purchase Acts) is to be paid in
cash into Court.

Signatures of Purchasers

Signed by the Purchasers
in the presence of

and I know the Purchasers.

Name.....

Address.....

Occupation.....

DIRECTIONS AS TO THE PREPARATION OF THE AGREEMENT AND APPLICATION FOR AN ADVANCE.

The Agreement and Application for an Advance should be neatly and accurately prepared without any blanks, and all clauses not applicable to the case must be struck out, otherwise it cannot be received. Any alterations made in Agreement or application for an Advance, or words struck out, should be initialled by the parties to the Agreement or Application for an Advance.

When females are parties to the Agreement or Application for an Advance, they should be described either as "Spinster," "Widow," or "Wife of ."

The Purchase Money and the advance must be in pounds only.

The parcel of land must be vested in fee simple, subject to the provisions of the Irish Land Act, 1903; and in dealing with sporting rights, mineral rights, and water rights regard must be had to the provisions of Sections 13, 16, and 99 of the said Act.

Where the mineral rights constitute a superior interest, or are vested in the Crown, or where Mineral, Sporting, or Water Rights are not in the possession or enjoyment of the Vendor at the time of sale, they should be reserved to the Owner thereof, as such rights cannot be compulsorily redeemed.

The following clause is suggested as a precedent for such a reservation :—

"The Mineral, Sporting and Water Rights excepted or reserved under a Fee Farm Grant, dated, etc., (or under a lease dated, etc.), or under any Superior Grant or Lease affecting the holding are reserved to his heirs and assigns or other the person or persons entitled thereto his or their heirs and assigns."

As a general rule sporting rights reserved to a head landlord by the fee farm grant under which the Vendor holds the lands for sale are concurrent rights, and in such cases the Vendor may also be entitled to sporting rights within the meaning of the Irish Land Act, 1903, exclusive of the tenant. If this is the case clause 6 should state in what way the last rights are to be dealt with.

The Agreement must be signed by both Vendor and Purchasers, or some person thereunto lawfully authorised on their behalf and the application for an Advance must be signed by the purchasers, or by some persons thereunto lawfully authorised on their behalf.

Trustees or limited owners selling under the provision of the Settled Land Acts, 1882 to 1896, must, unless under special circumstances, themselves sign the Agreement.

The witness to the signature of the purchasers should be a Commissioner for taking Affidavits, Magistrate, Clergyman, Doctor, Solicitor, County, Rural or District Councillor, or such other person as may be approved by the Estates Commissioners, but in no case may the witness be a person in the employment of the Vendor, and the witness shall certify that he knows the Purchasers.

The attention of all parties is particularly requested to the following rules with reference to Agreements for purchase made by the Estates Commissioners which must be strictly observed:—

“23. Agreements for purchase between Vendor and Purchaser of a holding shall be in the Form ‘F,’ and those between Vendor and Purchaser of a Parcel of Land shall be in the Form ‘H,’ and those between Vendor and Trustees under Section 4 of the said Act shall be in the Form ‘I,’ with such variations as the nature of the case may require, and at the time of signing any such agreement a copy thereof shall be given to the Purchaser signing the same, and the person giving such a copy shall endorse on the original Agreement a certificate of the date of giving the same. Any application that the Agreement be not received by the Land Commission and the interest in lieu of rent payable thereunder put into collection, shall be made within one month of the time of the signing thereof by the Purchaser and shall be accompanied by a copy of the Agreement and by a statement in writing setting forth the reasons for such application.”

“24. Applications for advances in pursuance of Agreements for purchase shall be made by endorsement on the Agreement.”

“25. All such Agreements shall be on stout writing medium paper, and shall be endorsed with the Record Number, County, and name of Vendor and Purchaser. They shall be signed by the Vendor and Purchasers or by some persons thereunto lawfully authorised on their behalf, and shall be prepared and executed in accordance with the directions annexed to the several forms. Save with the consent of the Commissioners, no Agreement shall be received after the next rent gale day following the date of the Agreement.”

N.B.—No Stamp Duty is payable on the Agreement or Application for an Advance.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Record No. E.C.....

County.....

Estate of *A.B.*

WHEREAS, on the Sale of the above Estate, it is proposed that advances shall be made by the Irish Land Commission to the Tenants named in the following Schedule.

AND WHEREAS such proposed advances do not comply with the provisions of Section 1, ss. (1), of the Irish Land Act, 1903.

NOTICE IS HEREBY GIVEN that on the day of at o'clock the Estates Commissioners will, at 25 Upper Merrion Street, Dublin, consider such proposed advances and will hear any application that may be made by or on behalf of any persons interested in the said Estate with reference to the same, and will then determine whether they are satisfied with the security and whether the proposed prices are equitable, having regard to the interests of all such persons as aforesaid.

SCHEDULE.

Townland.	Barony.	Tenant.	Judicial Rent.	Date when fixed.	Purchase Money and Advance.

Signed,

Dated this

day of

19 .

NOTE.—If you have no objection to offer to the proposed sale it is not necessary for you to attend.

IRISH LAND COMMISSION.

Estate of Owner.

SCHEDULE OF TENANCIES.

Form M.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Record No. E.C.....

Estate of..... County.....

TAKE NOTICE, that unless cause is shown to the contrary within two months from this date the Land Commission intend to make an Order vesting the Estate, Demesne and lands referred to in the first part of the Schedule hereunto annexed, in the Land Commission. The said order will have the effect of vesting the said Estate, Demesne and lands in the Land Commission in fee simple subject as follows:—

If there is no demesne there need only be one part to this Schedule

- (a.) To any public right affecting the lands.
- (b.) *To the Sporting rights reserved by the Vendor.
- (c.) To any maintenance charge under the Public Works Acts.
- (d.) To any interests of the Tenants on the lands or of persons having claims upon those interests and to any easements, rights and appurtenances mentioned in Section 34 of the Land Law (Ireland) Act, 1896.

* Omit if no the case.

and subject also to the provisions of Section 99 of the Irish Land Act, 1903, but save as aforesaid discharged from the claims of all persons interested in the lands, which claims shall from the date of such vesting order cease as against the lands, and attach to the Purchase Money thereof in like manner as immediately before the date of the order they attached to the lands.

AND TAKE NOTICE that on the Sale of the said Estate the Land Commission proposed to re-sell to the said A.B. the Demesne and lands mentioned in the second part of the said Schedule, and that he ^{agreed to} _{refused to} re-purchase the same.

SCHEDULE.

PART 1.

The Estate, Demesne and other lands Purchased by the Land Commission.

Townland, Barony, County.	Area.		
	A.	R.	P.

PART 2.

Demesne and other lands offered to the Vendor.

Townland, Barony, County.	Area.		
	A.	R.	P.

Signed,

.....

Dated this day of

19 .

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Record No. E.C..... County.....

Estate of the Irish Land Commission, formerly the Estate of

The Irish Land Commission hereby repeat the offer already made to sell to you the holding described in the Schedule hereto for the sum of pounds (£), and hereby offer to make an advance of the said sum of pounds (£) to you for the purpose of such purchase; such sum to be repaid by an annuity of £ payable as is by the Irish Land Act, 1903, provided.

This offer, if accepted, should be returned by you to the Irish Land Commission within fourteen days after the date upon which it shall be communicated to you by them, and if not so returned the Estates Commissioners may order that you be deemed to have accepted such offer.

The said parcel of land to be vested in you in fee-simple subject as hereinafter mentioned and as provided by the Irish Land Act, 1903.

The exclusive right of mining and taking minerals within the meaning of the said Act to be reserved to and vested in

The Sporting rights within the meaning of the Irish Land Act, 1903, to which was entitled over and upon the said parcel of land to be :—

(a.) Reserved to the said

or (b.) Vested in you

or (c.) In the absence of Agreement vested in the Irish Land Commission.

There shall be payable to the Irish Land Commission interest on the Purchase Money at the rate of £3 10s. 0d. per cent. per annum from the date on which the Land Commission agreed to purchase the Estate up to the date of the advance and after that date until the day on which the purchase annuity begins, at the rate of £2 15s. 0d. per cent. per annum.

Nothing in this offer shall prejudice or affect any Sporting Rights, Mineral Rights, or Water Rights which are not now in the possession of the Vendor or the right of the Vendor to work any mine or quarry which is now being worked or developed by him on the said holding (or on the holding of in the townland of), or any right to water power now in actual use by the Vendor, and the holding shall be vested in the tenant subject and without prejudice to any such right.

SCHEDULE

County..... Barony.....Electoral Division.....

Reference to Map.	Ordinance Entry Names of Townlands (each on a separate line).	Area Statute Measure of the portion of each Town- land to be sold.	Rent payable by tenants.	Tenure of Tenants.
		A B C	£ S D.	

To Mr.

I ACCEPT THE FOREGOING OFFER.

Signed by the Tenant in the presence of
(the foregoing having first been read and explained to him in my presence),
and I know the tenant.

Name, ...
Address, ...
Occupation.....

Dated this day
of.....19

Signature of Tenant,.....

(Postal Address, ...

Occupation or Description--

The words
in italics
may be
omitted
unless
the tenant
is illiterate

A female should be either described as "Spinster," "Widow," "wife of," as the case may be.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Sec. 22.

Here
state
clearly
the exact
question
or ques-
tions
which the
Land
Commis-
sion are
requested
to deter-
mine un-
der the
head of
either
(a) bound-
aries,
(b) ease-
ments,
(c) appur-
tenances.

We the several parties whose signatures are hereto annexed, being Proprietors of holdings purchased under the Land Purchase Acts, and parties interested in the determination of the questions hereinafter mentioned, apply to and request the Land Commission to determine the questions which have arisen between us respecting

and we hereby severally agree to be bound by the decision of the Land Commission on the said questions.

Townland.	Barony.	County.	Collection Number, Fair Rent Record No. as the case may be, or other particulars necessary for identifica- tion.	Signature and Address of Applicant.

Witness to Signatures,

Dated this

day of

19

Form "T."

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

CERTIFICATE OF COUNSEL.

Record No. E.C.....

Estate of.....

County.....

From a perusal of the documents mentioned in the 2nd Schedule to the Originating ^(Application)_(Request) in this matter, and of the further documents necessary to give *prima facie* evidence of title within the meaning of Section 17 of the Irish Land Act, 1903, stated in the Schedule hereto, I certify that, in my opinion :—

1. The above-mentioned Vendor is a person having power to sell the lands described in the 1st Schedule to the said Originating ^(Application)_(Request) under the Land Purchase Acts.

If any consent is required state whose.

2. That the nature of the interest of the Vendor in the said lands, the tenure under which the same are held, and the particulars of superior interests and of the persons interested in the Estate and lands are, so far as appears from the documents above referred to, in said Originating ^(Application)_(Request) correctly stated.

If not correctly stated in the Originating Application or Request state the true facts

3. That, so far as aforesaid, except as shown in the said Originating ^(Application)_(Request) the said lands are not subject to any Sporting Rights, Mineral Rights, or Water Rights.

State them if not referred to in the Originating Application or Request

Signed

Counsel.

THE SCHEDULE ABOVE REFERRED TO.

N.B.—Where the Originating Application or Request has not received a Record Number at the date of the giving of the Certificate, Counsel should identify the Application or Request referred to by his signature.

AFFIDAVIT OF SURVEYOR.

IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

Record No E.C.

Estate of..... County.....

I, _____, of (here state full postal address), aged _____ years (next briefly state qualifications for land survey and mapping work) make oath and say:—

1. That I have endorsed my name and the letter _____ upon a map of the lands of (here set forth the townlands concerned), in the Barony of _____ and County of _____.

2. That during the month of _____ 190____, I visited the said lands and walked and otherwise examined in detail the exterior boundaries of each plot of land proposed to be sold, or which is indicated by a separate number or sub-number on the said map, as well as the boundaries of such other lands, demesne, parcels, etc., as are comprised in the said estate; that the said boundaries are clearly defined on the said lands, and have been properly surveyed by me and accurately marked on the said map as they existed on the ground at the time of my survey; that enlargements of the map have been made where necessary; and that in other respects the map conforms to the Rules of the Estates Commissioners according to my knowledge and belief.

3. That I have endorsed my name upon the Schedule of Areas marked _____; that I have made an independent computation of the area of each plot, holding or parcel of land which is separately numbered on the map and entered in the said Schedule of Areas; and that the lands, areas and reference numbers entered in the Schedule correspond with the said map, and are true and correct according to my knowledge and belief.

4. That the undermentioned ancient monuments (as referred to in the 14th Section of the Irish Land Act, 1903) exist upon the said lands.

Sworn before me this _____ day of _____ 19____,
at _____, in the County of _____,
and I know the
Deponent.

If there
are none
state so.

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IRISH LAND COMMISSION.

ESTATES COMMISSIONERS.

RULES

UNDER

IRISH LAND ACT, 1903.

(SECTIONS 1 TO 23.)

DATED THE 4th NOVEMBER, 1907.

Presented to Parliament by Command of His Majesty



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1908.

RESULTS : CONCLUSIONS :

Figure 1

Abstract

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[illegible]Total Area of
all Trenches

I have compared this schedule with the Attended or modified Dental helped in the matrix and certify that it correctly sets out the particulars of the Salaries offered to the State Employees.

The former owner of the Estate is an occupier of the land intended to be re-sold.

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